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C & L Petroleum Company

- vs -

Illinois Bell Telephone Company (Ameritech Illinois)

Complaint – Wrongful charges, Fraud, Mistake

To

Complainant's account in Chicago, Illinois

C & L Petroleum Company
P.O. Box 495916
Chicago, IL 60649

Donna M. Caton, Chief Clerk
Illinois Commerce Commission
527 E. Capitol Ave.
Springfield, Illinois 62701

PETITION FOR APPLICATION FOR REHEARING
FOR
FILE NO: 00-0031

This serves as a complaint and request to the Illinois commerce Commission to schedule a rehearing pertaining to "Settlement Agreement" 00-0031, involving wrongful charges (Slamming) to C & L Petroleum's telephone account against Ameritech

Referencing the Commissions Order dated September 14, 2001, page 3, it appears that the decision was made not to rescind the "Settlement Agreement" based on the Commission focusing on and Ameritech capitalizing on the fact that during the December 5, 2000 Approval Hearing, Petitioner mentioned that she was tired (Ameritech causing this case to linger and refusing to apply all of USBI credits, since 1996), the hardships and duress she was under versus the illegality, mistake, and fraud that had taken place.

Again, as indicated in my earlier correspondence, to the Commission, with the most recent dated August 31, 2001, Petitioner states that the "Settlement Agreement" was entered into through an oversight by the Hearing Commissioner and fraudulent practices, from Ameritech representative, based on the following facts:

- C & L Petroleum's original ICC Complaint filed on January 14, 2000 requested the Commission to intervene, against Ameritech, in securing \$1,542.30;
- Ameritech reneging and omitting the language from the "Settlement Agreement" to
- "wipe the slate clean"
- Petitioner relying on ICC for legal representation;
- Hearing Commissioner failure to review/read "Settlement Agreement" at time of signing;

November 6, 2000 Hearing:

- Ameritech informed Petitioner of additional credits recently posted in September, 2000 of \$613.55 and penalties and interest of \$205.07, totalling \$818.62

$\$1,542.30 \text{ minus } 818.62 = 723.68;$

- The balance of \$723.68 was discussed by Petitioner and Ameritech;
- Hearing Commissioner exits meeting;
- Ameritech informed Petitioner that due to system glitches, they were unable to retrieve C&L Petroleum's 1996 account
- Ameritech requested a copy of C&L Petroleum's 1996 account information from Petitioner
- Petitioner provided Ameritech with a copy of C&L Petroleum's 1996 Ameritech account;
- Ameritech and Petitioner agreeing to "wipe the slate clean".

ADDITIONAL NOVEMBER 6, 2000 MEETING FACTS:

At this point, the Hearing Commissioner returned to the meeting inquiring if a "fair and equitable" agreement had been reached.

- Ameritech and Petitioner, both affirmed to, "wipe the slate clean";
- All parties exit meeting for drafting of "Settlement Agreement";
- Ameritech representatives drafts agreement without ICC Hearing Commissioner input;
- Petitioner inquired of Ameritech as to the language in "Settlement Agreement" that; Referred to the "wipe the slate clean" statements agreed upon by both parties;
- Ameritech informed Petitioner that the language was included in item #4 of said agreement (see page 1, copy attached);
- ICC Hearing Commission not present to verify "fair and equitable" Settlement Agreement;
- Petitioner and Ameritech, shake hands and sign "Settlement Agreement";

After the signing of the "Settlement Agreement" the ICC Hearing Commissioner return to meeting room and stated, "I do not have time to review or read this agreement now, I will schedule an "Approval Hearing" for December 5, 2000".

December 4, 2000 Ameritech Telephone Charges:

On December 4, 2000 Petitioner contacted Ameritech to questioning a "Past Due" amount of \$781.73; informing the representative of the outcome of the November 6, 2000 "Settlement Agreement" to "wipe the slate clean". Ameritech's representative indicated that there was no information noted in the file to "wipe the slate clean" and that the ONLY credit issued was for \$289.19.

As a result of the December 4, 2000, Ameritech telephone conversation, Petitioner was very perturbed; finding itself back in the same position with Ameritech, prior to filing the case with the ICC on January 14, 2000, not to mention the fact that USBI representative, Julia Lopez (949)-798-7042 informing Petitioner that:

Total credits from USBI to Ameritech

December 4, 1996	Credit \$1,149.66
April 7, 1997	Credit \$ 789.22
February 1, 1998	Credit \$3,604.80
Total issued from USBI	\$5,543.68

Total credits issued to C&L Petroleum from Ameritech

May 4, 1997	Credit (\$ 789.22)
February 4, 1998	Credit (\$3,918.30)
February 4, 1998	Credit (\$ 179.82)
Total Credited to C&L Petroleum	\$4,887.34

The above, clearly indicates Ameritech's untimely posting (first credit posted 6 months after receipt) of credits due to C&L Petroleum (see Petition to continue Reopen Record #00-0031, notarized September, 2001).

DECEMBER 5, 2000 ICC APPROVAL HEARING:

At the onset of the December 5, 2000 Approval Hearing, Petitioner mentioned the December 4th conversation, the mental stress and frustrations experienced with this situation since 1996, not to mention the business ventures lost due to the numerous disconnections, *and the conversation with Ameritech representative on December 4th unwillingness to credit or "wipe the slate clean, requested that the ICC Hearing Commissioner not approve the "Settlement Agreement" based on:*

- The December 4, 2000 conversation and Ameritech reneging to "wipe the slate clean"(copy of December 4 telephone charges attached);
- Ameritech reneging on and dishonestly claiming the lanuguage to "wipe the slate clean" was noted in item #4 of the "Settlement Agreement" (see page 1, copy attached);
- Ameritech's dishonesty and fraudulent practices in securing Petitioner's signature; and
- ICC Hearing Commissioner not present during signing of November 6, 2000 agreement.

Based on the fraudulent circumstances, by Ameritech, in securing and signing of the "Settlement Agreement" between Ameritech and C&L Petroleum and the facts presented above, the Petitioner is requesting, again, The Illinois Commerce Commission accept this Application for Rehearing of case #00-0031 by restoring both parties to the status quo ante, or, the parties' positions prior to entering in to the contract as in Solar v. Weinberg, 274 ILL. App. 3d 726, 733, 653 N.E.2d 1365 (1st Dist. 1995) and noted on the 2nd page of the "Settlement Release".

Sincerely,

Helen Crawley
President

Enc: Copies of documents referred to above

Cc: Mark A. Kerber, Attorney for Ameritech Illinois
225 W. Randolph Street HQ 27C
Chicago, ILL 60606

C&L Petroleum Company

BY: Helen J. Crawley, President
Helen J. Crawley, President

Subscribed and Sworn to me this:

13 day of October, 2001

Marlene L. Harris
Notary Public

